

LOCATED AT (COURT ADDRESS)

LOCATED AT (COURT ADDRESS) _____

COMPLAINT Filed 12/02/10 Page 1 of 50 ☒ over \$5,000 ☐ over \$10,000

Clerk: Please docket this case in an action of ☒ contract ☐ tort
☐ replevin ☐ detinue ☐ bad faith insurance claim

The particulars of this case are:

CASE NO.

CV

PARTIES

Plaintiff

Thony Anyiam
5314 Annapolis Road
Bladensburg, MD. 20710

VS.

Defendant(s):

Defendant(s):
1. IndyMac Mortgage
Services

Ms. ~~690~~ Laura Reineck

2. 6900 Beatrice Drive
MI. 49009

3.

4.

Serve by:
☒ **Certified Mail**
☐ **Private Process**
☐ **Constable**
☐ **Sheriff**

Serve by:
☐ Certified Mail
☐ Private Process
☐ Constable
☐ Sheriff

Serve by:
☐ Certified Mail
☐ Private Process
☒ Constable
☐ Sheriff

Serve by:

☐ Certified Mail

☐ Private Process

☐ Constable

☐ Sheriff

ATTORNEYS

For Plaintiff - Name, Address, Telephone Number & Code

I received a letter from IndyMac Mortgage Services in August 2009 requesting I apply for a loan Modification program after my Mortgage payment for July was late due to financial hardship as a result of the bad economy. I was approved for a 3 month payment plan in the amount of \$968.53 per month effective 12/1/2009 - 02/1/2010. All my payments during the trial period were made on time, yet IndyMac kept

(See Continuation Sheet)

☐ Legal _____ %
☐ Contractual _____ %

The Plaintiff claims:

☐ \$ 4,500.00 plus interest of \$ _____ and
attorney's fees of \$ _____ plus court costs.

☐ Return of the property and damages of \$ _____
for its detention in an action of replevin.

☐ Return of the property, or its value, plus damages of
\$ _____ for its detention in action of detinue.

☒ Other: Court Cost
and demands judgment for relief.

Signature of Plaintiff/Attorney/Attorney Code

Telephone Number: 301-277-5789

APPLICATION AND AFFIDAVIT IN SUPPORT OF JUDGMENT

Attached hereto are the indicated documents which contain sufficient detail as to liability and damage to apprise the Defendant clearly of the claim against the Defendant, including the amount of any interest claimed.

☐ Properly authenticated copy of any note, security agreement upon which claim is based ☐ Itemized statement of account ☐ Interest worksheet

1 Vouchers ☐ Check ☐ Other written document ☐ _____ ☐ Verified itemized repair bill or estimate

HEREBY CERTIFY: That I am the ☐ Plaintiff ☐ _____ of the Plaintiff herein and am competent to testify to the matters stated in this complaint, which are made on my personal knowledge; that there is justly due and owing by the Defendant to the Plaintiff the sum set forth in the Complaint.

I solemnly affirm under the penalties of perjury and upon personal knowledge that the contents of the above Complaint are true and I am competent to testify to these matters. ☐ The Defendant(s) ☐ is/are in the military service ☐ is/are not in the military service and the facts supporting this statement are:

I am unable to determine whether or not any Defendant is in military service.

Date: _____

Signature of Affiant

DC/CV 1 (front) (Rev. 8/2008) (Print Date 9/2008)

EXHIBIT A

If you agree that you owe the amount claimed, it may not be necessary for you to come to Court. Contact the Plaintiff if you wish to make payment. If you are appearing in court on the 03/08, bring letters, receipts, and contracts which may help you. If you need a witness, contact the Clerk's office about a summons to the witness.

NOTICE IF JUDGMENT IS ENTERED

If the Court awards judgment in this case to the Plaintiff, you as the Judgment Debtor, may do several things before submitting payment to satisfy the judgment. One is to appeal the decision to the circuit court sitting in that District. This is what's involved in an **APPEAL** of a District Court judgment—

1. **30 DAYS**—You would have 30 days from the day of an adverse judgment within which to note your appeal at the District Court and there pay the higher court's filing fee. If you qualify as indigent, you may at that time petition the District Court to waive the collection of this fee.
2. **TRANSCRIPT COSTS**—If the amount which you were sued was \$5,000 or less (not counting interest or attorney's fees), the circuit court would hear your appeal as an entirely new case from start to finish. Therefore, no transcripts from the District Court trial would be necessary. If, however, this amount should exceed \$5,000, the higher court would hear your appeal on the record of what transpired in the District Court. That appeal requires a transcript of the District Court trial record. For information and costs to obtain a transcript refer to the Transcripts and Recordings brochure DCA 27 available at the clerk's office.

Another option after an adverse judgment is to file a MOTION FOR A NEW TRIAL.

1. **10 DAYS**—You have 10 days from day of judgment to do this.
2. **GRANT/DENY**—If the Court grants your motion, you will receive a summons to a new trial.

The last options are to file MOTIONS to change the JUDGMENT.

1. **10 DAYS** for **ALTERING** or **AMENDING** the judgment.
2. **30 DAYS** for **REVISING** the judgment.

If you would not want to move on any of these options, then you should make all possible arrangements with the Plaintiff or the Plaintiff's attorney to pay the judgment amount. Should you not do this, the Plaintiff could request the Court's enforcement powers.

These enforcement procedures include —

1. **INTERROGATORIES**—This is an attempt to locate any assets you may have. This requires written answers.
2. **ORAL EXAMINATION**—Another attempt to locate any assets you may have. This requires your appearing in court to answer questions. The Court backs up these plaintiff attempts at discovery by bringing its contempt powers to bear on an unresponsive defendant. More stringent enforcements you should know about include—
3. **WRIT OF EXECUTION**—Such a writ could order the levying or seizure and sale of any of your goods. And you, in such a circumstance, would bear the expenses of the seizure (e.g. towing, moving, storage fees, auctioneer's fees, advertising costs). Some of your goods are, by their nature, exempt from such action—
 - (a) Wearing apparel, books, tools, instruments, or appliances necessary for the practice of any trade or profession, except those kept for sale, lease, or barter, in an amount not to exceed \$5,000 in value.
 - (b) Money payable in the event of sickness, accident, injury, or death of any person, including compensation for loss of future earnings. This exemption includes but is not limited to money payable on account of judgments, arbitrations, compromises, insurance benefits, compensation and relief. Disability income benefits are not exempt if the judgment is for necessities contracted for after the disability occurred.
 - (c) Professionally prescribed health aids for you or any of your dependents.
 - (d) Your interest, not to exceed \$1,000 in value, in household goods, wearing apparel, appliances, books, animals kept as pets, and other items that are held primarily for personal family or household use by you or your dependents.
 - (e) Cash or property of any kind equivalent in value to \$6,000, if within 30 days from the date of the attachment or levy you elect to exempt cash or selected items of property in an amount not to exceed a cumulative value of \$6,000.
4. **GARNISHMENT OF PROPERTY**—Such a writ, attaching certain assets of yours in the hands of someone else, would order that other party (e.g. bank holding your account, agent) to hold the asset subject to further court proceedings.
5. **GARNISHMENT OF WAGES**—Such a writ would order your employer to begin withholding from your wages the amount left over after deducting what is lawfully required and after exempting money that may not be garnished.
 Exemptions from garnishment—
 - (1) the greater of: (a) 75 percent of the disposable wages due;
 OR (b) 30 times the federal minimum hourly wages under the Fair Labor Standards Act in effect at the time the wages are due;
 AND (2) any medical insurance payment deducted from an employee's wages by the employer. Other federal exemptions may be available. Disposable wages means the part of wages that remain after deduction of any amount required to be withheld by law. Finally, should you become the Judgment Debtor you should know that judgment is public information and anyone may request a copy of it.
 To Plaintiff: If the Court enters a judgment for a sum certain, you have a right to obtain a lien on real property.

reporting it to the Credit Agencies as late 90 to 180 days.

On several occasions ^{2010 OCT 18 P 3:34} between December and February 2010

I did question why my payment was not been reported correct to the Credit Agencies as on time but partial payment, and requested it corrected.

I was told on more than two times and by different associates of IndyMac that the only time the negative entries associated with the modification program (Late fees, unpaid balances, and negative entries) will be removed is if my loan is permanent modified.

My loan was permanently modified in June 2010 and to date the negative entries/reports in my credit file remain the same or even made worst making it impossible for me to obtain credit and loan for my small business.

Banks and other financial institutions are using OneWest Bank report on my stellar credit history as the reason to reject my loan applications, drastically reduce my credit line, and in some cases close my accounts out right.

This is no doubt affecting my business as a self employed small business owner. If not corrected I may not be able to meet my financial obligation to creditors including paying my Mortgage.

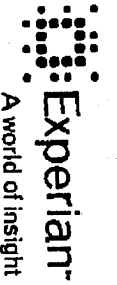
~~My account was even reported as late for 180 days while I was~~
Waiting for IndyMac to make a decision (final) on my loan application (March - June 2010)

All attempts thus far to resolve the matter with the company has gone nowhere.

Instead I received a letter of apology from Ms Laura Regnier on behalf of the bank for the misinformation/mistake. Unfortunately an apology is not good enough for an action by this company that may cause me my dream.

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DISTRICT COURT



Prepared for
THIONY CANYIAM
Report number
4028-6417-25

Report date
September 02, 2010
www.experian.com/disputes
PO BOX 9701, Allen, TX 75013

Page 2 of 2

Credit items

ONEWEST BANK

8900 BEATRICE DR
KALAMAZOO MI 49009
(800) 781-7399

Date opened
May 2007
Reported since
Jun 2007
Date of status
Jun 2010
Last reported
Aug 2010

Type
Mortgage
Terms
2 Years
Monthly payment
\$796

Responsibility
Individual

Credit limit or
original amount
\$340,400
High balance
NA

Recent balance
\$328,926 as
of Aug 2010
Recent Payment
\$1,000

Status: Open.
Account history:
/180 days past due as of May 2010
/150 days past due as of Apr 2010
/120 days past due as of Mar 2010
/90 days past due as of Dec 2009 to
Feb 2010
/60 days past due as of Nov 2009
/30 days past due as of Oct 2009, Aug
2009
As of Jul 2016, this account is
scheduled to go to a positive status.
Your Statement: "FROM OCTOBER
2009 TO JUNE 2010 PAYMENT OF
968.75 WAS MADE WHILE
MORTGAGE WAS BEEN MODIFIED."
This item was verified and updated on
Sep 2010.
Address identification number:
34913090

Partial account number
668100986....
Mortgage: 100055401263941033

DISTRICT COURT
200 OCT 10 P 3:35

History of your account balances

ONEWEST BANK

Partial account number
668100986....

Balance history

Jul 2010: \$328,925 Jun 2010: \$329,129 May 2010: \$314,332 Apr 2010: \$314,332 Mar 2010:
\$314,332 Feb 2010: \$314,332 Jan 2010: \$314,342 Dec 2009: \$314,314 Nov 2009: \$314,314 Oct
2009: \$314,314 Sep 2009: \$314,314 Aug 2009: \$314,141 Jul 2009: \$314,141 Jun 2009: \$313,930
May 2009: \$313,699 Apr 2009: \$313,438 Mar 2009: \$313,130 Feb 2009: \$312,762 Jan 2009:
\$312,345 Dec 2008: \$311,871 Nov 2008: \$311,352 Oct 2008: \$310,786 Sep 2008: \$310,166

The original amount of this account was \$340,400

IF UNDELIVERABLE RETURN TO
DISTRI., COURT OF MARY, DO #5-2
14735 MAIN ST RM 1738
UPPER MARLBORO MD 20772-3051

CERTIFIED MAIL

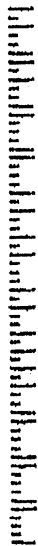


7112 2557 3090 0660 5968

RESTRICTED DELIVERY™

INDYMAC MORTGAGE SERVICES
MS LAURA REGINEK
6900 BEATRICE DRIVE
KALAMAZOO, MI 49009

4900933555 F022



UNITED STATES
\$ 10.21⁰
OCT 26 2010
MAILED FROM ZIP CODE 20772